

ITEM NO. 9
FILE NO. 848

Resolution Authorizing Execution of
"Small Cell" Lease Agreement with Verizon Wireless

WHEREAS Verizon Wireless would like to install a "small cell" antenna array at Veterans' Memorial Skating Rink in order to improve service in that area; and

WHEREAS Verizon has agreed to pay the Town \$500 per month for the right to install this equipment; and

WHEREAS the installation of this equipment will not impact the Town's operations at Veterans' Memorial Skating Rink, but will generate additional revenue to the Town

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF WEST HARTFORD THAT the Town Manager is hereby authorized to execute a lease with Verizon Wireless in substantially the form attached hereto and any other ancillary documents which may be necessary to effectuate the same.

(Van Winkle)
8/18/15

SITE NAME: Farmington SC1. CT
SITE NUMBER: 20141111010
ATTY/DATE: Kornhaas/2014

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this _____ day of _____, 20____, between the Town of West Hartford, with its principal offices located at 50 South Main Street, West Hartford, Connecticut 06107, hereinafter designated LESSOR and Celco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE approximately sixty-four (64) square feet of space (the "Floor Space") of the building (the "Building") located at 56 Buena Vista Road in the Town of West Hartford, County of Hartford and State of Connecticut (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Floor Space, Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Floor Space, Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date and continuing throughout the Term (as hereinafter defined): (a) the Building (including without limitation the roof, foundations, exterior walls, interior load bearing walls, and utility systems) is (i) in good condition, structurally sound, and free of any leakage; and (ii) the Property and Building are in compliance with all Laws (as defined in Paragraph 23 below), including any applicable building codes, regulations, or ordinances which may exist with regard to the Building, or any part thereof; and (b) the Property is free of all lead-based paint, asbestos or other hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representations and warranties contained in this Paragraph 2 is discovered at any time during the Term, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense.

3. TERM; RENTAL.

This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises (the "Commencement Date"). Under no circumstances, however, shall the Commencement Date be later than six (6) months from the last date of execution by the parties. If the LESSEE fails to commence installation of the equipment within said six (6) month period, the LESSEE shall have the option to terminate this agreement or to agree that the Commencement Date shall be deemed to be the first day of the next month thereafter. On the Commencement Date rental payments shall commence and be due at a total annual rental of Six Thousand and 00/100 Dollars (\$6,000.00) to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") upon written request, including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE which is commercially reasonably relevant to the LESSEE's interests pursuant to this agreement. Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein provided, however, that any rental payments withheld pursuant to this provision shall be made within thirty (30) days after receipt of the Rental Documentation.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein provided, however, that any rental payments withheld pursuant to this provision shall be made within thirty (30) days after receipt of the Rental Documentation.

4. ELECTRICAL. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of

electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power consumption on a monthly basis. Specifically, after the expiration of each calendar month, LESSOR shall determine LESSEE's actual electrical power consumption and resulting charges for the immediately preceding calendar month based on reading of the LESSEE's sub-meter on a monthly basis and the electricity bills received by LESSOR for such calendar month. Each invoice shall be deemed to constitute additional rent and shall reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility for electricity, without mark up or profit. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, Washington 99210-2375, shall be provided to LESSEE within ninety (90) days following the conclusion of each calendar month (the "Invoice Period"), and shall be accompanied by copies of the electricity bills received by LESSOR during the subject calendar year and documentation of the sub-meter readings applicable to such calendar year. If LESSOR fails to deliver an invoice to LESSEE within the Invoice Period, LESSOR waives any right to collect any electrical charges from LESSEE for the subject calendar month. LESSEE shall pay each annual power consumption charge within forty-five (45) days after receipt of the invoice from LESSOR.

LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises. Upon the conclusion of the event or condition which made such temporary power source necessary, the LESSEE shall remove the temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property and shall restore the LESSOR's property to the condition which it was in prior to the installation thereof.

5. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless either: (1) LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term; (2) LESSOR terminates it at the end of the first extension term or at the end of any subsequent extension term by giving LESSEE written notice of the intent to terminate at least twelve (12) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term". The annual rental for each additional five (5) year extension term shall be one hundred and fifteen percent (115%) of the annual rental for the immediately preceding five (5) year extension term.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any

Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

7. INDEMNIFICATION. Subject to Paragraphs 8 and 21, below, each Party shall defend, indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. For purposes of this paragraph and Paragraph 21, the duty to defend shall arise at the time when a claim is made alleging acts which, if proven at trial, would require either Party to indemnify or hold harmless the other Party.

8. INSURANCE.

The Parties hereby agree to maintain insurance in the types and amounts as are set forth in Exhibit "B".

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR and LESSEE pays LESSOR a termination fee equal to six (6) months' rental at the then existing monthly rent.

11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference,

including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. This provision shall not be construed to apply to any lease, license or other similar contractual arrangement which the LESSOR may enter into with a communication provider which does not convey an interest in the LESSOR's real property.

14. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR only to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of West Hartford
50 South Main Street
West Hartford, Connecticut 06107
Attention: Town Manager

LESSEE: Cellico Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty

(30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises, in which case LESSEE shall be so responsible.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance

thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

25. PROPERTY TAXES. LESSOR shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of LESSOR. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Property and/or installation, maintenance, and operation of the LESSEE's improvements, including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE'S improvements and/or LESSEE's use of the Property.

[Signature pages follows]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: TOWN OF WEST HARTFORD

By: _____

Its: _____

Date: _____

WITNESS

**LESSEE: CELLCO PARTNERSHIP
d/b/a VERIZON WIRELESS**

By: _____

David R. Heverling

Its: Area Vice President Network

Date: _____

WITNESS

EXHIBIT "A"

**SITE PLAN OF ROOFTOP SPACE, FLOOR SPACE
ANTENNA SPACE AND CABLING SPACE**

EXHIBIT "B"

INSURANCE REQUIREMENTS

Cellco Partnership d/b/a Verizon Wireless Lease Agreement

For purposes of this Exhibit, the term Cellco Partnership d/b/a Verizon Wireless (hereinafter called the "Lessee") shall also include its agents, representatives, employees, and subcontractors except where the context otherwise requires, and the term Town of West Hartford (hereinafter called the "Lessor") shall include its officials, boards and commissions, officers, representatives, agents, servants, employees and volunteers except where the context otherwise requires.

The insurance required shall be written for not less than the limits of insurance specified in this exhibit. Should the Lessee employ the services of a Subcontractor, it is the Lessee's obligation to provide proof to the Lessor that each such Subcontractor has satisfied all the requirements of this exhibit for approval prior to commencement of the work.

Acceptance by the Lessor of insurance submitted by the Lessee does not relieve or decrease in any manner the liability of the Lessee. The Lessee is responsible for any losses, claims and costs of any kind which exceed the Lessee's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws, subject to the other terms and conditions of this Agreement. The requirements herein shall in no way be construed to limit or eliminate the liability of the Lessee that arises from or is related to this Agreement. The limits and coverage requirements may be revised at the end of each five (5) year extension term at the option of the Town, but such revisions shall be limited to reflect commercially reasonable changes in coverage limits.

The Lessee shall ensure compliance with any and all OSHA regulations related to the work being performed (including but not limited to Lock Out /Tag Out, and Fall Protection). The Lessee shall maintain written plans and training programs and provide copies at the request of the Lessor.

1. Lessee Insurance. The Lessee shall ensure all insurance coverage described in Section 1 is in force continuously during the Agreement, including any and all renewal terms and shall assume all costs, premiums and audit charges earned and payable under the required insurance.

- (a) Commercial General Liability. \$5,000,000 combined single limit per occurrence and \$10,000,000 in the aggregate for bodily injury, and property damage including, personal and advertising injury, contractual liability, sudden/accidental pollution releases and products/completed operations. Lessee shall continue completed operations coverage for three (3) years from the earlier of the termination or cancellation date of this Agreement.
- (b) Automobile Liability. \$2,000,000 combined single limit per accident for any owned, non-owned, hired or leased auto, including statutory uninsured/underinsured motorist coverage.
- (c) Workers' Compensation. Statutory workers' compensation coverage as required by the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee

- (d) Lessee Property Coverage: "All risk" property insurance on a replacement cost basis to cover damage to property owned by the Lessee (including but not limited to the antennas, wires, cables, conduits, pipes and all other related communications equipment and personal property whether in use, stored upon the Property or in the process of installation/dismantling) located in, on or about the Building. The policy shall waive the insurer's right of subrogation against the Lessor. If the Lessee is self-insured, the Lessee agrees to waive its right of subrogation against the Lessor.
- (e) Contractor's Pollution Coverage: \$5,000,000 per occurrence / \$5,000,000 aggregate. Policy must specifically include pollution coverage for bodily injury, property damage, cleanup costs and defense costs and completed operations for all work performed by or on behalf of the Lessee under the contract (including but not limited to asbestos and lead abatement, drum removal and disposal, demolition, excavation, off-site incineration of soils etc.) Contractor shall continue to provide completed operations coverage for two (2) years after final completion of the work.

Any and all insurance required by this exhibit shall comply with the following terms and conditions:

2. Blanket Additional Insured Endorsement. All liability policies (except for Workers' Compensation and Employer's Liability) required by this exhibit shall include the Town of West Hartford and its respective officials, boards and commissions, officers, representatives and employees and volunteers collectively as "Additional Insureds as their interests may appear under this agreement". The policy shall not contain any special limitations on the scope of protection afforded to the Town. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
3. Acceptability of Insurers. All required policies shall be written by insurance companies authorized or permitted to do business in the State of Connecticut, with a Best's rating of no less than A:VII.
4. Subcontractors. Lessee shall ensure that all of its contractors or subcontractors to obtain and maintain at a minimum, the following insurance coverages, which shall be subject to all the requirements stated herein, provided that only contractors engaged to conduct environmental remediation work will be required to maintain Contractors Pollution coverage.
- a. Commercial General Liability. \$2,000,000 combined single limit per occurrence and in the aggregate for bodily injury, property damage, personal injury, contractual liability and products/completed operations and sudden/accidental pollution releases. Completed operations coverage shall be continued for two (2) years after completion of work.
 - b. Automobile Liability. \$2,000,000 combined single limits per accident for any owned, non-owned, hired or leased auto, including statutory uninsured/underinsured motorist coverage.
 - c. Workers' Compensation. Statutory workers' compensation as required by the State of Connecticut, including Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

- d. Contractor's Pollution Coverage: \$5,000,000 per occurrence / \$5,000,000 aggregate. Policy must specifically include pollution coverage for bodily injury, property damage, cleanup costs and defense costs and completed operations for hazardous materials management work performed by or on behalf of the Lessee under the contract (including but not limited to asbestos and lead abatement, drum removal and disposal, demolition, excavation, off-site incineration of soils etc.) Contractor/subcontractor shall continue to provide completed operations coverage for two (2) years after final completion of the work.

5. Claims-Made Form. If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement. The Lessee shall maintain coverage for the duration of the Agreement and for two (2) years following the Expiration Date. Lessee shall provide evidence of renewal coverage to the Lessor as soon as practical upon renewal but no later than fifteen (15) days after the date of expiration.

6. Deductibles and Self-Insured Retentions. All deductibles or self-insured retentions are the sole responsibility of the Lessee to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal. Each required insurance policy shall not be suspended, voided, cancelled, or materially changed except after thirty (30) days prior written notice, ten (10) days for non-payment, has been given to the Lessor by the Lessee.

7. Other Insurance Provisions

- (a) The Lessee's Commercial General, Automobile and Contractors' Pollution insurance coverage shall be primary and non-contributory with respect to similar insurance purchased by the Lessor. Any insurance or self-insurance maintained by the Lessor shall be excess of the Lessee's insurance and shall not contribute with it.
- (b) The Commercial General, Automobile and Contractors' Pollution coverage shall state that the Lessee's insurance shall apply separately to each insured against whom a claim is made or suit is brought.

Any failure to comply with the claim reporting provisions of the required policies shall not relieve the Lessee of any liability or indemnification in favor of the Lessor for losses which otherwise would have been covered by said policies.

8. Verification of Coverage. The Lessee shall provide the Lessor with certificates of insurance, and blanket additional insured endorsement confirming compliance with this exhibit before work commences. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Lessee shall provide any renewal of expiring certificates to Lessor as soon as practical upon renewal but no later than fifteen (15) days after the date of expiration. All certificates of insurance required by this section should be mailed to Town of West Hartford, Risk Management Division, 50 South Main Street, West Hartford, CT 06107. In the event of any claim related to or arising under this Agreement which triggers coverage under a required policy, the Town reserves the right to require complete copies of all applicable required policies at that time.

9. Failure to Purchase or Maintain Insurance. If the Lessor is damaged by failure of the Lessee or its contractor(s) to purchase or maintain insurance required by this section, the Lessee shall bear all reasonable costs including, but not limited to, attorneys' fees and costs of litigation properly attributable thereto.

LESSOR INSURANCE

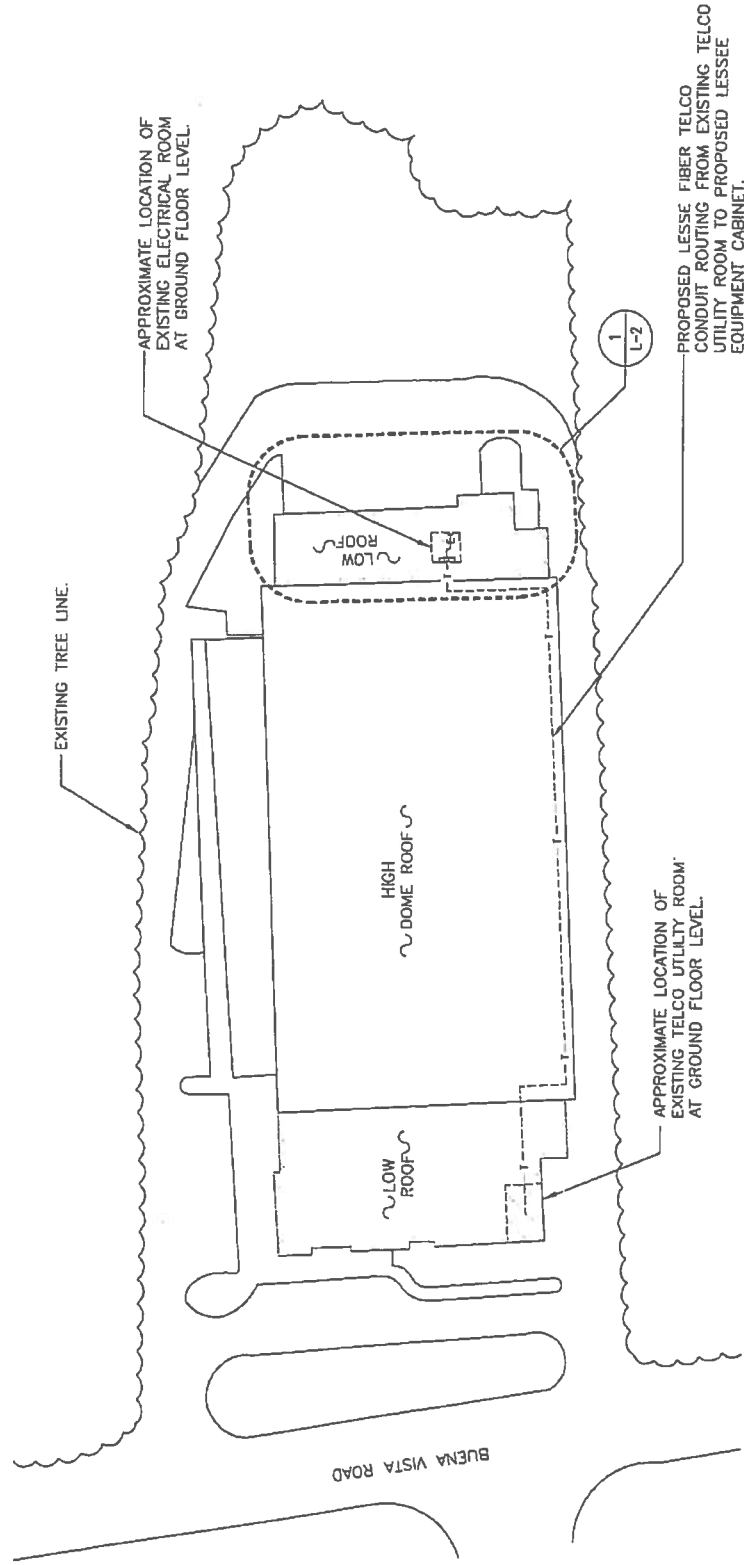
The Lessor shall be responsible for maintaining its own insurance and at the Lessor's option may purchase or self-insure any or all such insurance as will protect the Lessor during the term of this Agreement. The Lessor will provide the Lessee with a certificate of insurance upon request evidencing compliance with this section.

- (a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products/completed operations.
- (b) Workers' Compensation. Statutory workers' compensation coverage as required by the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.
- (c) "All risk" property insurance on a replacement cost basis to cover damage to property owned by the Lessor (including but not limited to the Building, contents, boiler and machinery) located in, on or about the Building for the duration of this Agreement. The policy shall waive the insurer's right of subrogation against the Lessee. If the Lessor is self-insured, the Lessor agrees to waive their right of subrogation against the Lessee. The Lessor's insurer and the Lessor do not agree to waive their right of subrogation against the Lessee's subcontractors.

LEASE EXHIBIT

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

SITE COORDINATES:
LAT.: 41°-45'-03"
LNG.: 72°-46'-06"
GROUND ELEVATION: 200' ± A.M.S.L.
REF. "TERRAIN NAVIGATOR"
TOPOGRAPHY SOFTWARE



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



1 SITE LOCATION PLAN
SCALE: 1" = 50'

1 L-1

REV	DATE	BY	APP. BY	DESCRIPTION
1	07/15/11	W. J. JONES	W. J. JONES	FINAL PLAN - 50' X 100' X 100'

INTERNATIONAL OFFICE, INC.

CENTER engineering
Certified on Solutions™
www.CenterUg.com
201 488-0290
454 North Broadway Road, Westford, CT 06095

Calco Partnership d/b/a Verizon Wireless
FARMINGTON SC1
56 BUENA VISTA ROAD
WEST HARTFORD, CT

07/15/11
W. J. JONES
W. J. JONES

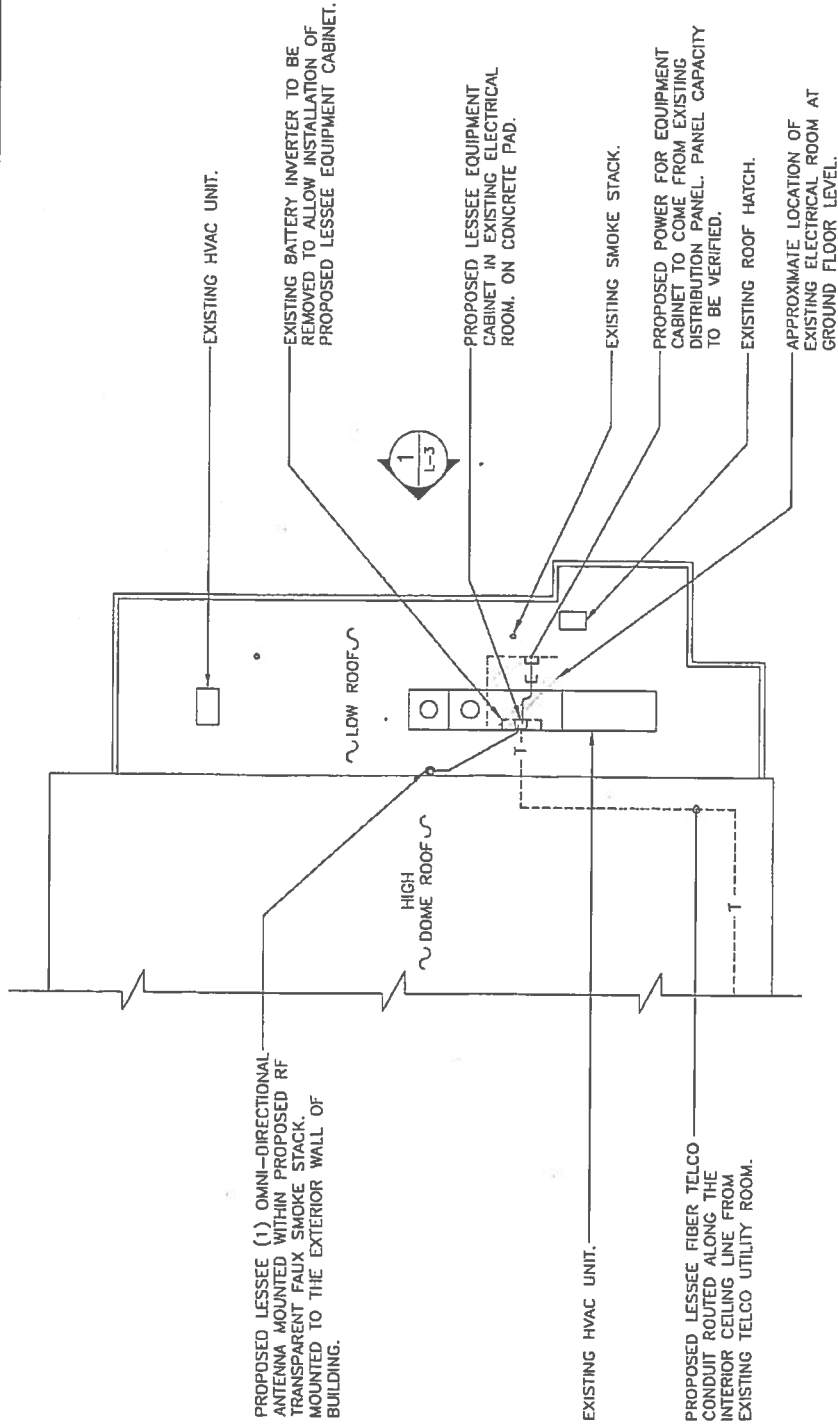
1 L-1

NOTES:

1. THE PROPOSED LESSEE ANTENNA INSTALLATION TO CONSIST OF A TOTAL OF (1)-OMNI-DIRECTIONAL ANTENNA AND ASSOCIATED CABLE MOUNTED WITHIN PROPOSED FAUX SMOKE STACK TO MATCH EXISTING SMOKE STACK APPEARANCE.
2. POWER & TELCO UTILITIES SHALL BE ROUTED FROM EXISTING DEMARCS WITHIN OR ADJACENT TO THE SUBJECT BUILDING. FINAL UTILITY DEMARC LOCATIONS AND ROUTING TO BE DETERMINED DURING CONSTRUCTION DOCUMENT PHASE OF THE PROJECT, AND WILL BE COORDINATED WITH BUILDING OWNER AND LOCAL UTILITY COMPANY REQUIREMENTS.

LEASE EXHIBIT

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.



GRAPHIC SCALE



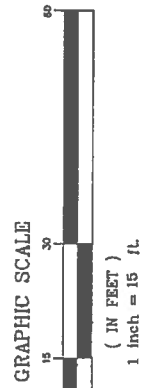
1 PARTIAL ROOF PLAN

SCALE: 1" = 20'

(IN FEET)
1 inch = 50 ft.

REV	DATE	DESCRIPTION	BY	CHKD	DATE
0	08/21/14	ISSUED FOR CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	08/21/14
1	09/15/14	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	09/15/14
2	10/15/14	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	10/15/14
3	11/15/14	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	11/15/14
4	12/15/14	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	12/15/14
5	01/15/15	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	01/15/15
6	02/15/15	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	02/15/15
7	03/15/15	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	03/15/15
8	04/15/15	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	04/15/15
9	05/15/15	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	05/15/15
10	06/15/15	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	06/15/15
11	07/15/15	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	07/15/15
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16	12/15/15	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	12/15/15
17	01/15/16	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	01/15/16
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137	01/15/26	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	01/15/26
138	02/15/26	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	02/15/26
139	03/15/26	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	03/15/26
140	04/15/26	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	04/15/26
141	05/15/26	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	05/15/26
142	06/15/26	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	06/15/26
143	07/15/26	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	07/15/26
144	08/15/26	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	08/15/26
145	09/15/26	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	09/15/26
146	10/15/26	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	10/15/26
147	11/15/26	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	11/15/26
148	12/15/26	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	12/15/26
149	01/15/27	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	01/15/27
150	02/15/27	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	02/15/27
151	03/15/27	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	03/15/27
152	04/15/27	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	04/15/27
153	05/15/27	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	05/15/27
154	06/15/27	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	06/15/27
155	07/15/27	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	07/15/27
156	08/15/27	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	08/15/27
157	09/15/27	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	09/15/27
158	10/15/27	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	10/15/27
159	11/15/27	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	11/15/27
160	12/15/27	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	12/15/27
161	01/15/28	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	01/15/28
162	02/15/28	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	02/15/28
163	03/15/28	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	03/15/28
164	04/15/28	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	04/15/28
165	05/15/28	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	05/15/28
166	06/15/28	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	06/15/28
167	07/15/28	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	07/15/28
168	08/15/28	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	08/15/28
169	09/15/28	REVISIONS TO CONSTRUCTION	W. J. HARRIS	W. J. HARRIS	09/15/28
170	10/15/28	REVISIONS TO CONSTRUCTION	W. J. HARR		

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.



1 SOUTH ELEVATION
1-3 SCALE: 1" = 15'

[illegible]

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(703) 486-5587 Fax
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56 BUENA VISTA ROAD
WEST HARTFORD, CT
Calico Partnership d/b/a Verizon Wireless

DATE:	09/19/14
SCALE:	A3 SHOWN
JOB NO.	14132.000

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